

1764



IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Applicant : Jonathan L. Rolfe et al. Art Unit : 1764
Serial No. : 09/707,105 Examiner : Unknown
Filed : November 6, 2000
Title : DISPOSABLE HYDROGEN FUEL SOURCE

Commissioner for Patents
Washington, D.C. 20231

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REVOCATION AND NEW POWER OF ATTORNEY

Under 37 CFR §3.73(b), Safe Hydrogen, LLC, a corporation, certifies that it is the assignee of 100% of the right, title and interest in the patent application identified above by virtue of an assignment from Thermo Power Corporation to Safe Hydrogen LLC dated January 3, 2002, and submitted for recording in the U.S. Patent and Trademark Office.

The undersigned has reviewed all the documents in the chain of title of the patent application identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above.

The undersigned, whose title is supplied below, is empowered to act on behalf of the assignee.

The undersigned, acting on behalf of the assignee, hereby revokes all powers of attorney previously granted in the application and appoints:

David L. Feigenbaum, Reg. No. 30,378
Robert E. Hillman, Reg. No. 22,837
Lawrence K. Kolodney, Reg. No. 43,807
Timothy A. French, Reg. No. 30,175
John F. Hayden, Reg. No. 37,640
FISH & RICHARDSON P.C.
225 Franklin Street
Boston, Massachusetts 02110-2804

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CERTIFICATE OF MAILING BY FIRST CLASS MAIL

I hereby certify under 37 CFR §1.8(a) that this correspondence is being deposited with the United States Postal Service as first class mail with sufficient postage on the date indicated below and is addressed to the Commissioner for Patents, Washington, D.C. 20231.

March 13, 2002

Date of Deposit

Signature

Lesley J. Arcidy

Lesley J. Arcidy

Typed or Printed Name of Person Signing Certificate

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Attorney's Docket No.: 13806-003001

with full power of substitution and revocation, to prosecute the application and to transact all business in the United States Patent and Trademark Office connected therewith.

All correspondence regarding the application should be sent to DAVID L.
FEIGENBAUM at:

FISH & RICHARDSON P.C.
225 Franklin Street
Boston, Massachusetts 02110-2804

I hereby declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patents issued thereon.

Respectfully submitted,

Date: 8 March 2002

Andrew W. McClaine
Andrew W. McClaine

Title: Manager

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Telephone: (617) 542-5070
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ASSIGNMENT OF PATENT APPLICATIONS

WHEREAS, **Thermo Power Corporation**, organized and existing under the laws of the Commonwealth of Massachusetts (hereinafter referred to as **ASSIGNOR**), subject to certain rights of the U.S. Department of Energy, is the sole and exclusive owner of the following patent application and provisional patent applications (collectively, the "Applications") and also of all of the inventions described and claimed in said Applications (collectively, the "Inventions"), including all rights to apply for non-provisional applications and obtain U.S. and foreign patents on said inventions:

1. **U.S. Provisional Patent Application No. 60/261,616**, filed January 12, 2001 by Jonathan L. Rolfe et al for HYDROGEN FUEL STORAGE SLURRY (TP-502 PROV);
2. **U.S. Provisional Patent Application No. 60/261,601**, filed January 12, 2001 by Christopher A. Larsen et al for HYDROGEN FUEL GENERATION ASSEMBLY AND METHOD (TP-503 PROV);
3. **U.S. Provisional Patent Application No. 60/261,600**, filed January 12, 2001 by Ravi Konduri et al for REGENERATION ASSEMBLY AND METHOD FOR CONVERTING METAL OXIDES AND METAL HYDROXIDES TO ELEMENTAL METALS (TP-504 PROV); and
4. **U.S. Patent Application Serial No. 09/707,105**, filed November 6, 2000 by Jonathan L. Rolfe et al for DISPOSABLE HYDROGEN FUEL SOURCE (TP-9809 DIV); and

WHEREAS, **Safe Hydrogen, LLC**, organized and existing under the laws of Massachusetts (hereinafter referred to as **ASSIGNEE**) wishes to acquire the

entire right, title and interest in and to the Applications and the Inventions, subject to the rights of the U.S. Department of Energy; and

WHEREAS, ASSIGNOR has agreed to execute such instruments as may be necessary or desirable, now or in the future, to effect such acquisition by ASSIGNEE of the Applications and the Inventions;

NOW, THEREFORE, in consideration of the foregoing, as well as for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, ASSIGNOR hereby sells, assigns, transfers and sets over to ASSIGNEE, its successors, assigns and legal representatives, its entire right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in, to and under the Applications, and any amendments thereto, and any and all Inventions and any and all patents and like rights of exclusion (including extensions thereof) of any country which may be granted on or for the Inventions or on any counterparts, parents, divisions, continuations, continuations in-part, reissues, reexaminations, extensions or other patent applications based on the Applications, the same to be held and enjoyed by the ASSIGNEE for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by ASSIGNOR if this assignment had not been made, together with all rights appurtenant thereto, including without limitation all claims for damages, injunctive relief, or other relief for or by reason of past, present or future infringement of the Inventions or the Applications or any other patent issued or based on the Applications or misuse or theft of any of the Inventions and the right to sue for and collect or receive such damages, injunctive relief,

or other relief for its own use and behoof, and for the use and behoof of its successors, assigns or other legal representatives; and

ASSIGNOR further covenants that it has the full right to convey to ASSIGNEE its entire right, title and interest in, to and under the Applications and the Inventions, including its right to apply for and obtain and maintain patents in any country on any of the Inventions, and further that prior to this assignment ASSIGNOR's right, title and interest in and to the Inventions and the Applications have not been otherwise encumbered with respect to a third party, other than the U.S. Department of Energy as aforesaid, and ASSIGNOR will not execute any agreement that would create any such encumbrance; and

ASSIGNOR also hereby sells, assigns and transfers unto the ASSIGNEE, its successors and assigns, all of its rights under the International Convention for the Protection of Industrial Property ("Convention"), the Patent Cooperation Treaty ("PCT"), and all other treaties of like purpose in respect of each and all of the Applications and each and all of the Inventions, and any other patents issued on the Inventions or the Applications; and

ASSIGNOR hereby authorizes the ASSIGNEE, its successors, assigns or other legal representatives to apply in its or their own name or names for patents and like rights of exclusion on or for the Inventions or any of them or any part thereof in all countries, claiming if it or they so desire the priority of the filing date under the provisions of the Convention, the PCT, and all such other treaties of like purpose;

And, for the same consideration, ASSIGNOR hereby agrees for itself, its successors, assigns and other legal representatives, promptly upon request of

the ASSIGNEE, its successors, assigns or other legal representatives, to execute and deliver, or have executed and delivered, without further compensation any power of attorney, assignment, or other lawful documents , prepared by the ASSIGNEE, its successors, assigns or other legal representatives, that are necessary fully to secure to ASSIGNEE and its successors, assigns or other legal representatives, ASSIGNOR's entire right, title and interest as aforesaid in and to the Applications, the Inventions, and any and all U.S. and foreign patents and like rights of exclusion that have been or may be granted in and to or under the Applications or for any of the Inventions.

IN WITNESS WHEREOF, ASSIGNOR has caused this instrument to be executed by its duly authorized officer, effective this 3rd day of January, 2002.

THERMO POWER CORPORATION

By J. Timothy Corcoran

Print Name J. Timothy Corcoran

Title President

ACKNOWLEDGMENT

Commonwealth of Massachusetts)
County of Middlesex)

On this 3rd day of January, 2002,
before me personally came J. Timothy Corcoran, to
me personally known and known to me to be a signatory authority
of the party identified as ASSIGNOR, who executed the foregoing
assignment and acknowledged that he executed the same on behalf
of and as authorized by ASSIGNOR.

Dorine M. Cormier

Notary Public

My commission expires: DORINE M. CORMIER, Notary Public
My Commission Expires August 14, 2003

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